



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 17, 2006

IN REPLY PLEASE **PD-3**  
REFER TO FILE:

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ROSEMEAD BOULEVARD (STATE ROUTE 164)  
FROM FOOTHILL BOULEVARD TO CALLITA STREET  
COUNTY-STATE COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor of the Board to sign the enclosed cooperative agreement between the County of Los Angeles and the State of California for the relinquishment of Rosemead Boulevard from Foothill Boulevard to Callita Street. The cooperative agreement provides for the County to accept the relinquishment of said portion of Rosemead Boulevard and other pertinent facilities within the road right of way and to thereafter operate, maintain, and be liable for the relinquished facilities at no further cost to the State. The cooperative agreement further provides for the State to pay a lump sum amount of \$5.9 million to the County upon allocation of the funds by the California Transportation Commission (Commission), which represents the States only payment obligation for the purpose of this relinquishment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Rosemead Boulevard between the subject limits is currently a State highway within the unincorporated County area. On September 9, 2004, the Governor signed into law Senate Bill 1375, which provided for the relinquishment of this portion of Rosemead Boulevard to the County. The County and the State have recently come to an understanding on the scope of work and the estimated cost to bring the road and

other pertinent facilities within the road right of way to a state of good repair. Your Board's approval of the enclosed cooperative agreement is necessary for the delineation of terms and conditions under which this relinquishment is to be accomplished.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence as it will enable us to operate and maintain this portion of the roadway to better meet the needs of the unincorporated County residents and motoring public.

Sections 73 and 130 of the California Streets and Highways Code authorize the State to enter into a cooperative agreement with any county in order to relinquish portions of State highways within the county's jurisdiction.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

The enclosed cooperative agreement provides for the State to pay the County a lump sum amount of \$5.9 million upon allocation of the funds by the Commission through the approval of a Resolution of Relinquishment. Payment to the County will be made within 30 days of the recordation of the approved Resolution of Relinquishment in the County Registrar-Recorder/County Clerk. The \$5.9 million will be deposited in the Road Fund and will be used to finance the necessary improvements needed to bring the road to a state of good repair.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

All obligations of the State, under the terms of this cooperative agreement, are subject to the appropriation of resources by the Legislature in the Annual State Budget Act and the allocation of any required funds by the Commission.

The County will accept ownership, rights, title and interest in the relinquished facilities upon recordation of the approved Resolution of Relinquishment by the Commission in the County Registrar-Recorder/County Clerk and will thereafter operate, maintain, and be liable for the relinquished facilities at no further cost to the State.

The enclosed cooperative agreement has been reviewed and approved as to form by County Counsel.

The Honorable Board of Supervisors  
August 17, 2006  
Page 3

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action does not constitute a project and therefore does not require an environmental finding under the California Environmental Quality Act. An environmental review and the appropriate environmental document for any future road improvements project will be completed and submitted to your Board for adoption at the appropriate time.

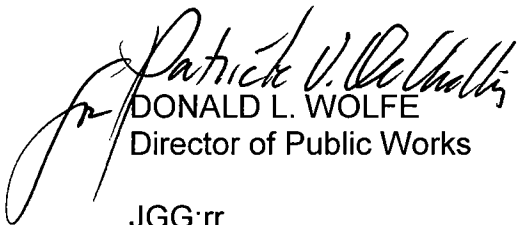
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Rosemead Boulevard is a major highway and the proposed relinquishment is of general County interest.

### **CONCLUSION**

Enclosed are five copies of the cooperative agreement. Upon approval by your Board, please return five copies of the cooperative agreement marked ORIGINAL to us for processing together with one adopted copy of this letter. Once the cooperative agreement has been executed by Caltrans, we will return a fully executed original cooperative agreement to the Executive Office of the Board.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

JGG:rr

C070089

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Enc.

cc: Chief Administrative Office  
County Counsel

07-LA-164-8.8/11.0  
Relinquishment of State Route 164  
from Callita St. to Foothill Blvd  
07223 - 24280K

**District Agreement No. 07-4769**

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 200\_\_, is between the  
STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to  
herein as "STATE", and the

COUNTY OF LOS ANGELES, a  
political subdivision of the State of  
California, referred to herein as  
"COUNTY".

**RECITALS**

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish to COUNTY a portion of a state highway within COUNTY's jurisdiction.
2. STATE intends to relinquish to COUNTY a portion of State Route 164 (SR 164), between Callita Street to Foothill Boulevard, as provided for in Streets and Highways Code section 464(b), as shown on Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". COUNTY is willing to accept said relinquishment conditioned upon the programming and allocation of the proposed funding by the California Transportation Commission (CTC) and receipt of funds allocated as provided hereinbelow.
3. STATE and COUNTY have negotiated an understanding that STATE will continue to maintain the RELINQUISHED FACILITIES in a state of good repair until the date of recordation of the Resolution of Relinquishment. COUNTY will accept the RELINQUISHED FACILITIES in return for the payment of \$5,900,000 for specific future improvements and betterments to be added by COUNTY in the form of roadway rehabilitation, more particularly described in Exhibit B, attached to and made a part of this Agreement.
4. STATE and COUNTY agree that said RELINQUISHED FACILITIES are currently in a state of good repair.
5. The parties hereto intend to define herein the terms and conditions under which relinquishment is to be accomplished.

**SECTION I**

**COUNTY AGREES:**

1. Execution of this Agreement constitutes COUNTY's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in section 73 of the Streets and Highways Code.
2. To accept ownership, including all of STATE's current obligations, rights, title and interest in RELINQUISHED FACILITIES, upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no further cost to STATE.
3. To appear before the CTC, if necessary, to offer COUNTY's substantiation that a payment of the negotiated funds constitutes an allocation that is in the best interest of the public.
4. To accept that allocation, determined by the CTC to be in the best interests of the public in its Resolution of Relinquishment, as STATE's only payment obligation for this relinquishment of RELINQUISHED FACILITIES.

**SECTION II**

**STATE AGREES:**

1. To relinquish, following approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To forward and support COUNTY's request for the allocation of \$5,900,000 by the CTC with the expectation that the CTC will determine that this or some other allocation is in the best interest of the public to allow COUNTY to improve RELINQUISHED FACILITIES beyond the current state of good repair.
3. To pay COUNTY, within thirty (30) days of the recordation of the CTC's Resolution of Relinquishment, that amount, if any, allocated by the CTC in its Resolution of Relinquishment. The payment of those funds will represent STATE's only payment obligation for the purpose of this relinquishment.
4. To transfer to COUNTY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available STATE records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature in the Annual State Budget Act, and the allocation of any required funds by the CTC.
2. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, any maintenance agreements with COUNTY and utility accounts as described in Exhibit C, attached hereto and made a part of this Agreement, that were in existence applicable to RELINQUISHED FACILITIES are deemed to have been terminated or nullified or the accounts closed as of the date of that recordation.
3. All or any part of these RELINQUISHED FACILITIES may be recaptured by STATE for a future transportation project at no cost to STATE and COUNTY agrees to re-convey said property when so requested.
4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and its officers and employees from any and all claims, costs, suits (including appeals), or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
5. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon

STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and its officers and employees from any and all claims, costs, suits (including appeals), or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

6. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
7. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office, or on December 31, 2006, whichever is earlier in time except for those provisions which relate to a payment, indemnification, ownership, property recapture, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

COUNTY OF LOS ANGELES

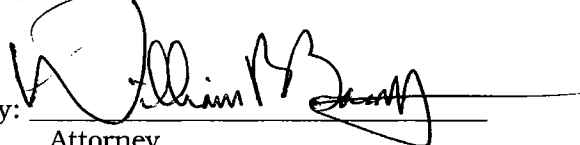
WILL KEMPTON  
Director of Transportation

By: \_\_\_\_\_  
DOUGLAS R. FAILING  
District Director

By: \_\_\_\_\_  
Mayor, Los Angeles County

Approved as to form and procedure:

ATTEST:

By:  \_\_\_\_\_  
Attorney  
Department of Transportation

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

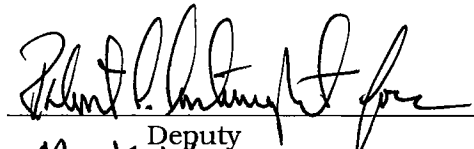
By: \_\_\_\_\_  
Deputy

Certified as to Funds:


APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Budget Manager

RAYMOND G. FORTNER, JR.  
County Counsel

By:  \_\_\_\_\_  
Deputy  
Mark Yanai

Certified as to financial procedure:

By:  \_\_\_\_\_  
Accounting Administrator



**EXHIBIT "A" - Relinquishment Map**

[illegible]

**EXHIBIT "B" – Scope of Work**

Engineering Estimate for Rehabilitation Cost negotiated as a cost of Relinquishment:

Pavement Rehab	\$ 2,115,536
Sidewalk, Driveway, Curb Ramp, Curb & Gutter	\$ 1,304,791
Traffic Signal & Loop Detector	\$ 439,921
<u>Drainage</u>	<u>\$ 281,693</u>
Total Construction Cost	\$ 4,141,941
Contingencies	\$ 828,388
Design & Construction Support	\$ 911,227
<u>Total Cost</u>	<u>\$ 5,881,556</u>
Call:	\$ 5,900,000

**EXHIBIT "C"****Relinquishment of traffic signals on Route 164****From State to County of Los Angeles**

Effective the date of recording of Relinquishment No 1231

No	Rte	PM	Signal Location	Service Address	Caltrans E#	Type of Equipment	Meter #	Account #
1	164	9.150	Rosemad Bl at Duarte Rd	Rosemead/ Duarte Rd	E0680	Signal Lights	8-494023 Unmetered	127499648 11947249
2	164	9.650	Rosemad Bl at Huntington Dr	Rosemead/ Huntington Dr	E0681	Signal Lights	3-110549 Unmetered	123505976 11947264
3	164	9.950	Rosemead Bl at California Bl	Rosemead/ California Bl	E0682	Signal Lights	3-112965 Unmetered	112285606 11947272
4	164	10.480	Rosemead Bl at Del Mar Bl	Rosemead/ Del Mar Bl	E0683	Signal Lights	203-002394 Unmetered	138708987 11947298
5	164	10.730	Rosemead Bl at Colorado Bl	Rosemead/ Colorado Bl	E0684	Signal Lights	203-002397 Unmetered	112285531 11947256

**Note:**

A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

**Note:**

Existing Electrical Sharing Agreement with the County of Los Angeles is subjected to negotiation/ revision to account for the signal and lights at Rosemead Blvd/Foothill Blvd (LA-164-PM 11.010; E# 0685; Meter #53-103736).

LM 09-30-03  
JT 10-01-03

Revise 7-12-06  
Danny H.

Revised 7/13/06  
R. Chiang